



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case reference : **CAM/34UG/HTC/2025/0007**

Property : **99 Alchester Court, Towcester, NN12
6RN**

Applicant : **Hunter Rees**

Respondent : **Oliver J Prentice**

**Type of
application** : **For recovery of all or part of a
prohibited payment or holding deposit
– Tenant Fees Act 2019**

Tribunal : **Mary Hardman FRICS**

Date : **11 February 2026**

DECISION

Decision

Reasons

Background

1. This application was made by Hunter Rees under section 15(3) of the Tenant Fees Act 2019 (the “Act”) for the return of a total of £410 paid by the applicant which he submits were prohibited payments.
2. A legal officer gave directions on 3 October 2025 providing for the matter to be determined on the papers unless either party made a request for a hearing or the tribunal, having reviewed the papers, considered that a hearing was required. The respondent requested a hearing, and the matter was listed for a hearing by video on 20 January 2026.
3. The applicant, Hunter Rees, occupied 99 Alchester Court, Towcester, NN12 6RN (the Property) with Zoe Rees under a tenancy agreement dated 12 July

2024, originally for a term of 12 months from 17 November 2023 at a rent of £1510 per calendar month.

4. The Applicant vacated the Property on or around 23 May 2025.

The Applicant's case

5. The applicant said that the tenancy agreement which they had signed, stated, at paragraph 15.2, that the tenant agreed with the landlord in respect of Condition of the Property, Repair and Cleaning:

15.2.9. To professionally clean the inside and outside the windows sills and frames of the property 6 monthly and also at the end of the tenancy provided that they were cleaned at the start of the tenancy as shown in the ingoing inventory and schedule of condition.

15.2.11 To professionally clean all carpets and dry clean all curtains at the end of the term, providing receipts to the outgoing inventory clerk and the Landlord so long as professionally cleaned or new at the commencement.

15.2.16 To keep ovens, hobs, extractor fans, filters and extractor interiors clean throughout the term and to professionally clean at the end of the tenancy providing receipts to the landlord and inventory clerk so long as evidence of professional cleaning or new condition exists at the commencement.

6. The agent for the landlord also replied to a text message on 9 May 2025 from the applicant enquiring what was owed in terms of final rent with the rental amount. They, went on to say *'I shall send you some heads up on what needs to be professionally cleaned with invoices to support before outgoing independent inventory i.e. hob, extractor, carpets, floors, curtains, dry cleaned, fridges/freezers off, empty and defrosted. No calcium on any taps, showers, shower screens etc. usually takes a week. Otherwise comes out of deposit.*
7. The applicant, Mr Rees, said that, on the basis of the tenancy agreement, reinforced by the WhatsApp message, prior to vacating the property they paid £350 to a third-party cleaning company and £60 to a third-party oven cleaning company. They provided evidence of these payments. These payments were not made voluntarily but as a result of compulsion on the basis of the tenancy agreement and the WhatsApp message and the threat of a deduction from the deposit explicitly reinforced the need for professional cleaning by a third party.
8. They believed that these payments were prohibited payments under s15 of the Act and that the tribunal should determine that they should be reimbursed.

9. They did not dispute the agreed dilapidations charges – their claim was solely for the professional cleaning charges.

The Respondent's case

10. The respondent did not dispute that the applicant had made the payments. However, they said that the tenant had voluntarily appointed and paid a third party cleaning company of their choosing. The landlord did not direct, recommend or profit from the choice of cleaner.
11. The tenancy agreement contained only guidance on returning the property in a clean and reasonable condition consistent with the independent check and check out inventories. The tenant confirmed in correspondence of 22 June 2025 that he did not dispute the dilapidations charge and that his issue is with a perceived breach of Tenant fees Act 2019 based on clauses in the tenancy agreement.
12. These clauses were not enforced as a condition for the return of the deposit, and no cleaning fees were charged, retained or received by the landlord. Therefore, there was no prohibited payment, no loss suffered by the tenant and no sum to be refunded.
13. Under section 16B of the Tenant Fees Act, a payment may be permitted if it reflects reasonable costs incurred by the landlord as a result of the tenant's action or breach. In this case, no such costs were incurred. No deductions were made in respect of cleaning beyond agreed dilapidations and the tenant's own decision to employ professional cleaner cannot be characterised as a prohibited fee.
14. No prohibited payment was made or received by the landlord. The £410 payment was voluntarily made to a third party of the tenant's own choosing. No loss or cost was incurred by the tenant as a result of the landlord's actions and their claims should be dismissed.
15. At the hearing the respondents said that the tenant could have had his legal advisor check the tenancy agreement and if he was unhappy he should not have signed up to it. They accepted that it did contain clauses that were 'out of date'. Whilst it was signed at check in, the clauses in question were not depended upon. The retention of the subject clauses was an oversight and their tenancy agreement had since been updated. They were private landlords and relied on the service of the letting agent who signed the tenancy agreement on their behalf.

Discussion and decision

16. The Tenant Fees Act 2019 stated aim is to make renting fairer and more affordable for tenants by reducing costs at the outset of a tenancy, and to improve transparency and competition in the private rental market. The 2019 Act seeks to achieve this by placing restrictions on the type and extent of fees that landlords and agents can charge tenants.

17. Under section 1 subsections (1) & (3) of the 2019 Act a landlord must not require a relevant person to make a prohibited payment or enter into a contract for the provision of services. Under section 3(1) a payment is prohibited unless it is a permitted payment by virtue of schedule 1 to the 2019 Act.
18. The applicant tenant contests that the clauses in the tenancy agreement which state that the tenant must 'professionally clean' carpets etc and provide receipts (15.2.11) and must professionally clean ovens etc. (15.2.16) providing receipts were in contravention of the Act in that they required the applicant to enter into a contract with a third party.
19. The respondent landlord submits that the tenant did it of his own volition, that they did not gain from his spend on these items and that he should have checked the tenancy agreement more carefully. They did agree that the clauses were out of date and had been removed in subsequent tenancy agreements.
20. The tribunal accept that the landlord did not profit from the clauses and there does not appear to be a dispute that the cleaning was required.
21. However a requirement to professionally clean and to provide receipts to the landlord appears to the tribunal to require the applicant to enter into a contract with a third party for a service, which is neither a utility nor a communication service and which is prohibited under section 1(3) of the 2019 Act. It could be argued that 'professionally clean' could be interpreted as a standard of cleaning, but it is difficult to see how the requirement to provide receipts can require anything other than engaging a third party to do the work.
22. The tenant could have refused to engage a third party and contested the clause on the basis that it was not a permitted payment, or indeed required the tenancy agreement to be amended prior to signing it . However, it does not appear reasonable to expect a tenant to be that vigilant, particularly when the landlord was represented by a letting agent. The aim of the act is to seek to ensure that such clauses do not appear in tenancy agreement , or if they do, to provide a remedy for the tenant.
23. In conclusion the tribunal determines that £410 paid by the applicant to a third party was a prohibited payment under section 1(3) of the 2019 Act and orders the respondent to pay to the applicant £410 within the next 28 days.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix 1: Relevant Sections of Tenant Fees Act 2019

S1 Prohibitions applying to landlords

(1) A landlord must not require a relevant person to make a prohibited payment to the landlord in connection with a tenancy of housing in England.

(2) A landlord must not require a relevant person to make a prohibited payment to a third party in connection with a tenancy of housing in England.

(3) A landlord must not require a relevant person to enter into a contract with a third party in connection with a tenancy of housing in England if that contract is—

(a) a contract for the provision of a service, or

(b) a contract of insurance.

(4) Subsection (3) does not apply if the contract is for—

(a) the provision of a utility to the tenant, or

(b) the provision of a communication service to the tenant.

(5) A landlord must not require a relevant person to make a loan to any person in connection with a tenancy of housing in England.

(6) For the purposes of this section, a landlord requires a relevant person to make a payment, enter into a contract or make a loan in connection with a tenancy of housing in England if and only if the landlord—

(a) requires the person to do any of those things in consideration of the grant, renewal, continuance, variation, assignment, novation or termination of such a tenancy,

(b) requires the person to do any of those things pursuant to a provision of a tenancy agreement relating to such a tenancy which requires or purports to require the person to do any of those things in the event of an act or default of a relevant person,

(c) requires the person to do any of those things pursuant to a provision of a tenancy agreement relating to such a tenancy which requires or purports to require the person to do any of those things if the tenancy is varied, assigned, novated or terminated,

(d) enters into a tenancy agreement relating to such a tenancy which requires or purports to require the person to do any of those things other than in the circumstances mentioned in paragraph (b) or (c),

(e) requires the person to do any of those things—

(i) as a result of an act or default of a relevant person relating to such a tenancy or housing let under it, and

(ii) otherwise than pursuant to, or for the breach of, a

provision of a tenancy agreement, or
(f) requires the person to do any of those things in consideration of providing a reference in relation to that person in connection with the person's occupation of housing in England.

S3. Prohibited and permitted payments

(1) For the purposes of this Act a payment is a prohibited payment unless it is a permitted payment by virtue of Schedule 1.

S4. Effect of a breach of section 1 or 2

(1) A term of a tenancy agreement which breaches section 1 is not binding on a relevant person.

(2) A term of an agreement between a letting agent and a relevant person which breaches section 2 is not binding on a relevant person.

(3) Where a term of an agreement is not binding on a relevant person as a result of this section, the agreement continues, so far as practicable, to have effect in every other respect.

(4) If a relevant person makes a loan to a person pursuant to a requirement which breaches section 1(5) or 2(4), the loan is repayable by the borrower to the relevant person on demand.

15 Recovery by relevant person of amount paid

(1) Subsection (3) applies where—

(a) a landlord or a letting agent breaches section 1 or 2, as a result of which the landlord or letting agent, or a third party, receives a prohibited payment from a relevant person, and

(b) all or part of the prohibited payment has not been repaid to the relevant person.

(2) Subsection (3) also applies where—

(a) a landlord or letting agent breaches Schedule 2 in relation to a holding deposit paid by a relevant person, and

(b) all or part of the holding deposit has not been repaid to the relevant person.

(3) The relevant person may make an application to the First-tier Tribunal for the recovery from the landlord or letting agent of—

(a) if none of the prohibited payment or holding deposit has been repaid to the relevant person, the amount of the prohibited payment or holding deposit;

(b) if part of the prohibited payment or holding deposit has been repaid to the relevant person, the remaining part of the prohibited payment or holding deposit.

(4) Subsection (5) applies where—

(a) a landlord or letting agent breaches section 1 or 2, as a result of which a relevant person enters into a contract with a third

party, and

(b) the relevant person has made a payment or payments under the contract.

(5) The relevant person may make an application to the First-tier Tribunal for the recovery from the landlord or letting agent of the amount of the payment or (as the case may be) the aggregate amount of the payments that the relevant person has made.

(6) Subsection (3) does not apply in relation to a prohibited payment or holding deposit if or to the extent that, with the consent of the relevant person—

(a) the prohibited payment or holding deposit, or the remaining part of it, has been applied towards a payment of rent under the tenancy, or

(b) the prohibited payment or holding deposit, or the remaining part of it, has been applied towards the tenancy deposit in respect of the tenancy.

(7) Subsection (3) or (5) does not apply where an enforcement authority has commenced criminal proceedings against the landlord or the letting agent for the same breach.

(8) Subsection (3) or (5) does not apply where an enforcement authority has required the landlord or letting agent to pay to the relevant person all or part of the amount or (as the case may be) the aggregate amount referred to in that subsection.

(9) On an application under subsection (3) or (5), the First-tier Tribunal may order the landlord or the letting agent to pay all or any part of the amount or (as the case may be) the aggregate amount referred to in that subsection to the relevant person within the period specified in the order.

(10) A period specified under subsection (9) must be a period of at least 7 days but not more than 14 days beginning with the day after that on which the order is made.

(11) An order of the First-tier Tribunal under this section is enforceable by order of the county court as if the amount payable under the order were payable under an order of that court.

SCHEDULE 1 Permitted payments

5 A payment of damages for breach of a tenancy agreement or an agreement between a letting agent and a relevant person is a permitted payment.